anticipation, took effect on her executing a mortgage of her life interest during coverture. North, J., was of opinion that "anticipate" did not mean "attempting to anticipate;" that the mortgage of the life interest was entirely inoperative, and consequently there was no forfeiture.

WILL—FORFEITURE CLAUSE—ABSOLUTE GIFT—BANKRUPTCY.

Metcalfe v. *Metcalfe*, 43 Chy.D., 633, was a case in which the effect of a forfeiture clause in a will had to be construed. By the will the testator gave personal estate to his children as tenants in common. He then gave to trustees real and personal estate, on trust, to pay the rents and profits to his children as tenants in common during their lives, with benefit of survivorship. He then gave certain reversions to trustees on similar trusts. And he provided that if by act or operation of law any interests given by his will in trust for his children should be aliened whereby the same should vest in any other person, then his trustees should apply the interest so aliened to and among the other persons entitled by survivorship, as in case of the death of the person so aliening. One of the children was, at the testator's death, a bankrupt. Within a year afterwards she became entitled to property which, when sold, was sufficient to pay her debts and the costs, but the bankruptcy was not formally annulled until two years after that. Kekewich, J., decided that as to the absolute gift of a share of the personal estate, the forfeiture clause was repugnant and had no effect. He also held as to the remainders not come into possession before the annulment of the bankruptcy, that as personal enjoyment by the legatee was not interfered with, the forfeiture therefore did not take effect And that for the purpose of ascertaining when the annulment of the bankruptcy took effect, the time when the bankrupt came into legal possession of property enough to pay her debts and the costs, and not the time of the formal annulment of the bankruptcy, must be taken.

POWER—EXECUTOR RENOUNCING—EXERCISE OF POWER BY EXECUTOR RENOUNCING.

The only other case to be noticed is *Crawford* v. *Forshaw*, 43 Chy.D., 643. In this case a testator appointed three executors. He then gave the residue of his estate to certain charitable institutions or others as "my executors herein named may select, to be divided in such proportions as they may approve of." Two of the executors proved the will, and the third renounced. On the application of the two executors it was determined by Kekewich, J., that the renouncing executor, notwithstanding his renunciation of probate, was entitled to join with the two executors in exercising the power of appointing the residue. That this was a power imposed on the executors, not as part of their office as executors, but as trustees.